

Southwest Detroit Community School Partnership Agreement

THIS PARTNERSHIP AGREEMENT (Agreement) is entered on June 30, 2018 between the Michigan Department of Education (MDE), the State School Reform/ Redesign Officer (SRO), Grand Valley State University, Wayne RESA ISD and:

Southwest Detroit Community School
4001 29th Street
Detroit, MI 48210
Jill Geden, Chief Academic Officer
Ryan Young, Academy Board President

(Each a "Party," collectively "the Parties").

The above-named Parties agree that upon the commencement date of this Agreement, they shall be deemed to have mutually agreed upon goals and outcomes for the Academy. The agreed upon goals and outcomes set forth in this Agreement shall be consistent with the educational goals and outcomes set forth in the Academy's charter contract, which includes all charter contract amendments, issued to the Academy by the Authorizer (collectively the "Contract"). The purposes, terms and conditions of this Agreement are as follows:

- 1) PURPOSE OF THIS AGREEMENT:** The Parties enter into this Agreement with the purpose of working collaboratively in setting 18-month benchmarks and 36-month outcome goals for the Academy with the intent to significantly increase student achievement in the Academy school(s) named in this Agreement; and to determine the next level of accountability if the 18-month benchmark(s) or 36-month goal(s) set forth in this Agreement are not met by the Academy.

Section 1280c, MCL 380.1280c, of the Revised School Code (Code) requires the Superintendent of Public Instruction (State Superintendent) to annually publish a list identifying the public schools in the State that MDE has determined to be among the lowest achieving 5% of all public schools in the State. Section 1280c, MCL 380.1280c, also requires the State Superintendent to issue an order placing each school on the list under the supervision of the SRO. MDE designates schools on the list as "Priority Schools." The Academy school(s) subject to this Agreement are Priority Schools, and the SRO has the authority provided in Section 1280c, MCL 380.1280c, to address the lowest achieving schools that do not achieve improved academic performance for students attending the Priority School(s). The SRO is executing its statutory responsibilities by collaborating with the other Parties and Partners (as defined below) to this Agreement. This Agreement will further facilitate the achievement of that purpose, create greater stability, maintain school governance at the Academy, and avoid the threat of action by the SRO under Section 1280c. Southwest Detroit Community School is a Priority School and the Parties agree that the implementation of this Agreement is in the best interest of the students at Southwest Detroit Community School for its/their academic improvement.

Likewise, the Code requires that the Academy operate pursuant to the Contract issued by the Authorizer. The Code defines the Contract as the executive act taken by the Authorizer evidencing the authorization of the Academy and establishes, subject to the constitutional powers of the State Board of Education and applicable law, the written instrument executed by the Authorizer conferring certain rights, franchises, privileges, and obligations on the Academy and confirms the status of the Academy as a public school in this State. The Contracts contains specific requirements for the Academy to operate as a public school, including the educational goals and programs for the school, the curricula and methods of pupil assessment (collectively "Educational Program"). The Academy is required to implement the Educational Program identified in the Contract. The goals and benchmarks set forth in this Agreement shall be consistent with the Educational Program incorporated in the Contract. The Code provides that Authorizer is responsible for overseeing compliance by the Academy's Board of Directors with the Contract and applicable law, but this responsibility does not relieve any other government entity of its own enforcement or supervisory responsibility.

- 2) **TERMS AND CONDITIONS:** Southwest Detroit Community School Board of Directors retains control of the schools named in this Agreement. The Parties will provide mutually agreed upon support to the Academy to meet the benchmarks and goals defined below.
- 3) **SCHOOLS SUPPORTED BY THIS AGREEMENT:**
 - A) Southwest Detroit Community School
- 4) **EIGHTEEN MONTH BENCHMARKS TO BE MET BY Southwest Detroit Community School:**

GOAL 1: We will increase the number of students proficient by 10% between Spring 2018 and Spring 2020 on the Fountas and Pinnell assessment for all grade levels K-8.

GOAL 2: We will increase the number of "All Students" proficient on the MSTEP by 10% in reading and 5% in math between Spring 2017 and Spring 2020.

Goal 3: We will increase the number of "ELL Students" proficient on the MSTEP by 10% in reading and 5% in math between Spring 2017 and Spring 2020.

Goal 4: We will decrease the number of "All Students" not-proficient (Level 1) on the MSTEP by 5% in reading and 3% in math between Spring 2017 and Spring 2020.

GOAL 5: 100% of classrooms will engage in community/restorative circles to support students building relationships each day, 95% of classrooms will have evidence of goal setting and reflection on a weekly basis focused on their academic and behavioral performance (4 goals per class that reflect academic and behavioral performance)

GOAL 6: We will adopt and partially implement a school-wide, restoratively focused, positive behavior system that celebrates students' knowledge and application of the core values as measured by student and teacher reflection of students meeting core value criteria. (Institute a positive behavior peer panel to determine core value award recipients).

Goal 7: We will complete installation of the Mechanical and Lobby levels of the *Blueprint* for Systemic Reconfiguration.

Goal 8: We will adopt and partially implement SIOP by Spring 2020.

5) THIRTY-SIX MONTH GOALS TO BE MET BY Southwest Detroit Community School:

GOAL 1: We will increase the number of students proficient by 20% between Spring 2018 and Spring 2021 on the Fountas and Pinnell assessment for all grade levels K-8.

GOAL 2: We will increase the number of “All Students” proficient on the MSTEP by 15% in reading and 10% in math between Spring 2017 and Spring 2021.

Goal 3: We will increase the number of “ELL Students” proficient on the MSTEP by 15% in reading and 10% in math between Spring 2017 and Spring 2020.

Goal 4: We will decrease the number of “All Students” not-proficient (Level 1) on the MSTEP by 10% in reading and 6% in math between Spring 2017 and Spring 2021.

GOAL 5: 100% of classrooms will engage in circles to support students building relationships each day, 100% of classrooms will have evidence of goal setting and reflection on a weekly basis focused on their academic and behavioral performance.

GOAL 6: We will adopt and fully implement a school-wide, restoratively focused, positive behavior system that celebrates students’ knowledge and application of the core values as measured by student and teacher reflection of students meeting core value criteria. (Institute a positive behavior peer panel to determine core value award recipients)

Goal 7: We will complete installation of the *Blueprint* for Systemic Reconfiguration.

Goal 8: SIOP will be at 75% of full implementation by Spring 2021.

6) ANALYSIS OF RELEVANT DATA

GOAL 1: Analysis of Fountas and Pinnell (F & P) data has shown that in grades kindergarten through 3rd grade 60% of our students are below grade level expectations in reading. This data was calculated over the course of the 2017-2018 school year through at least three testing windows. Additionally, we see that many of our students, based on the teacher F & P trackers are not growing at least a year in their reading level proficiency, based on the average and expected growth on Fountas and Pinnell each year. This lack of growth and the number of students below reading level expectations directly relates to the number of students who are able to show growth on both the MSTEP reading and math assessments, as students who are not improving their reading skills are not able read or do math at grade level which is the expectation on MSTEP.

GOALS 2-4: In the last two years of administering MSTEP we have noticed great fluctuation in the scores of students. Specifically, many of our grade levels, on average, decreased by half of their proficiency score from the 15-16 school year to the 16-17 school year. Based on comparing this data to NWEA data from the past two years, we can see that our students are growing in their reading and math skills each year, but not to the level of being grade level proficient or growing more than one year which, they would need to do in order to perform at or closer to grade level expectations. The data shows that increasing the proficiency of students in reading by 10% is feasible, as students previously performed very close to this level during the 2014/15 and 2015/16 school years. Additionally, there is a difference in the growth we expect to see in reading and in math, as our focus will be on literacy, but we expect that focus to positively impact our math growth, as well. We know that literacy skills are necessary for math and believe that better understanding vocabulary, language, and overall improvements in comprehension will improve our math skills.

GOAL 5-7: The fluctuations and differences we see in MSTEP and NWEA scores speak to a lack of understanding and investment students have in their performance. Since MSTEP data is not reported to students until the following year, and previously, there has not been significant use of NWEA data with students neither data source has served to inform the school about instructional decisions. We believe that students are not clear about how their performance on assessments relates to how or what they are being taught. We also adopted Restorative Practices this year, but no data was collected on students engaging in circles, the foundational component of this work.

GOAL 8: Based on our WIDA data our students previously grew in their language skills, but in the last year, due to a change in the cut scores and an inconsistent language arts program our student proficiency scores fell. We are working towards having a clear way of tracking student language development and growth.

7) STRENGTHS AND WEAKNESSES OF Southwest Detroit Community School

Strengths:

- A) Guided reading is effective for moving students' reading levels when implemented with fidelity.
- B) We regularly collect observational data K-4 based on a Comprehensive Approach to Literacy.
- C) A foundation exists for a positive behavior system.
- D) K-4 Panther Parties are well planned.
- E) There is community willingness to support the school and change.
- F) There is a willingness on the part of the school staff to ask for and receive professional learning opportunities.

Weakness:

- A) Training and follow through on Restorative Practices.
- B) There is a lack of observational data 5-8th grade.
- C) There is little coaching or professional development/training to support English Language Learners.
- D) Inconsistency with coaching cycles, as coaches need additional support to facilitate PLCs.
- E) Professional learning plans have been created in the past but have not been implemented.

- F)** Data analysis protocols have been created/modified but are not used to analyze student work or data.
- G)** Data is not used to inform decision making and there is no clear method or practice for tracking standards aligned data.
- H)** Leadership does not follow through on initiatives or hold staff accountable for agreed upon expectations.
- I)** Lack of shared leadership and communication within the leadership team.
- J)** Lack of organizational structures.
- K)** Lack of MTSS structure and no child study.
- L)** Lack of understanding of what is needed for a Comprehensive Approach to Literacy.

8) STRATEGIES TO MEET GOALS AND BENCHMARKS (completed actions steps will be guided by Blueprint installation timeline): Strategies will include training, planning, creation of metrics, follow through, and follow up, as well as the continual use of data to inform practice and decision making.

OUR STRATEGIES AS A SCHOOL WILL CENTER AROUND LITERACY AND INSTALLING THE BLUEPRINT SYSTEMIC RECONFIGURATION.

Strategy 1: Administration will work collaboratively with the leadership team and staff under the guidance and training of the MI Excel Statewide Field Team facilitator.

Southwest Detroit Community School will fully implement the SIOP model.

Strategy 1: Professional development, observations, and feedback to target specific strategies that support the various levels of ELL learners. All teachers will learn SIOP strategies and be expected to include them in their lesson plans and lesson execution.

Strategy 2: Teachers will utilize common planning time with a coach weekly during their prep period with and common lesson planning templates (including SIOP components).

Southwest Detroit Community School will implement a Comprehensive Approach to Literacy.

Strategy 1: Teachers will be trained on the Fountas and Pinnell Benchmark Assessment System and how to utilize the data for both Tier I and Tier II.

Strategy 2: Implement coaching cycles to support the development of a Comprehensive Approach to Literacy (reading, writing, and word study).

Strategy 3: Teachers will be trained on how to use formative assessments on a frequent basis to target and adjust instruction. (Illuminate and Looking at Student Work).

Strategy 4: Teachers will utilize common planning time with a coach weekly during their prep period with and common lesson planning templates (including SIOP components).

Southwest Detroit Community School will create a climate and culture that is conducive to high quality teaching and learning.

Strategy 1: Staff will be trained on how to facilitate community circles and how to implement weekly academic and behavioral goal setting with one another and with students.

Strategy 2: The school will create a Positive Peer Panel to encourage student leadership and ownership of the core values by the student body.

Southwest Detroit Community School will create a robust MTSS program that supports all students' academic and non-academic needs.

Strategy 1: Teachers will be trained on how to use formative assessments on a frequent basis to target and adjust instruction. (Illuminate and Looking at Student Work).

9) PROFESSIONAL LEARNING NEEDED TO MEET GOALS AND/OR BENCHMARKS:

- A) Teachers need a comprehensive professional learning plan focused on the SIOP model of instruction. They need to understand the components of SIOP, how they are integrated into lessons, the expected outcomes, and what the expectation is for this school.
- B) Teachers need support with using the Fountas and Pinnell Literacy Continuum to create standards-based lessons for their small group and whole group lessons.
- C) Teachers need support with implementing the components of a Comprehensive Approach To Literacy framework.
- D) Teachers need training on Restorative Practices and community circles and coaches need tools to evaluate these practices and support teachers in improving upon them.
- E) Coaches will meet weekly to collaborate and receive professional development to improve a Comprehensive Approach To Literacy framework in literacy, science, and social studies.
- F) We will have professional development aligned to the creation of MTSS.

10) SOUTHWEST DETROIT COMMUNITY SCHOOL BOARD OF DIRECTORS ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) The SWDCS Board will become familiar with the Partnership Agreement and its alignment to the District strategic plan.
- B) The SWDCS Board will review quarterly progress reports, detailing progress in implementation of the Partnership Agreement and its benchmarks and goals.
- C) The SWDCS Board will work with the school leadership to remove any barriers within its control to successful implementation of the Partnership Agreement.
- D) The SWDCS Board will participate in training opportunities designed for Board members for understanding the *Blueprint* for Systemic Reconfiguration.

11) SOUTHWEST DETROIT COMMUNITY SCHOOL LEADER ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Provide monthly updates to the Academy's Board of Directors regarding the status of the Academy as relates to the implementation of this Agreement and the achievement of the goals defined herein.
- B) At least quarterly, the Academy's School Leader shall convene a community meeting and shall provide attendees with an update regarding the status of the Academy as relates to the implementation of this Agreement and the achievement of the goals defined herein.
- C) Oversee Partnership Agreement and keep Board of Ed informed of progress on the Agreement.
- D) Create a communications plan to inform staff and community of goals and measures.
- E) Participate in professional learning and networking opportunities offered throughout the State of Michigan to gather ideas for the successful implementation of the Partnership Agreement.

12) UNION OR EMPLOYEE OR EDUCATIONAL SERVICE PROVIDER (ESP) ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) In collaboration with district administration, the leadership of the Staff and Teacher Action Group (STAG)-AFT will collaboratively work to address any issues related to working conditions and professional learning that should arise as we work to meet the 18-month benchmarks and 36 month goals outlined in this agreement.
- B) Administration and staff will collaborate to develop a comprehensive professional learning plan and actively participate in the implementation of the plan.
- C) Administration and staff will submit all required data for analysis and planning.
- D) Administration and staff will collaborate in the installation of the *Blueprint* for Systemic Reconfiguration.
- E) Leadership Team will participate in MDE Partnership District Network.

13) GRAND VALLEY STATE UNIVERSITY CHARTER SCHOOL OFFICE ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Oversee and support the implementation of the partnership agreement through monthly meetings between GVSU CSO academic support team and academy leadership.
- B) Meet with, and review materials provided by the MI EXCEL Statewide Field Team support consultants on a regular and consistent basis to ensure that their support of the academy is effective in accomplishing the partnership agreements' goals.
- C) Customize professional development opportunities offered by GVSU CSO for the academy to align with the partnership agreements' goals.
- D) Help the academy's board of directors increase their capacity to govern and provide more effective oversight of the academy's academic performance.

14) ISD/RESA ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Work collaboratively with school leadership to develop and review the comprehensive supports being provided by Wayne RESA
- B) Work collaboratively with school leadership in developing the budget through RAG funds to support the Wayne RESA's activities as they relate to mutually agreed upon Partnership Agreement supports.
- C) Meet regularly as part of a district support team to assist the district in achieving their goals.
- D) Meet quarterly (ISD representative and Partnership Liaison) with district and building teams for updates and input.

15) MDE ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) An MDE Assigned Partnership Agreement Liaison will serve as primary point-of-contact for MDE.
- B) Provide ongoing support to the superintendent and district team to ensure the successful implementation of the partnership agreement.
- C) Meet periodically with the superintendent and district team to identify barriers and coordinate supports and resources to eliminate or minimize the barriers.
- D) Assist with the identification of, and access to, additional funding and resources needed to fully implement the plan, as available.
- E) Provide flexibility in interpretation of federal and state rules/regulations as needed and as possible
- F) The MDE will assist the district in tracking their reports identified in this agreement.

16) BUDGET: Describe how existing and anticipated local, state, and federal funds will be used for staffing, programs, initiatives, and activities in order to meet the [18][24]-month benchmarks and [36][48]-month goals. Complete Attachment A, [36][48]-Month Budget Overview.

17) PARTNERS: The Parties serve as the primary decision-making bodies for purposes of this Agreement. The following entities have been identified and will serve as additional partners (collectively "the Partners") in pursuit of achieving the benchmarks and goals defined in this Agreement:

A) Wayne RESA:

In an effort to provide support which assists Southwest Detroit Community School in achieving their identified goals, Wayne RESA will actively support the school district by:

- Supporting the development and implementation of a systemic communication protocol
- Supporting the development and implementation of a protocol for data conversations
- Supporting the ongoing collection, review and analysis of data
- Facilitating the district/school improvement processes with stakeholders in effort to support, monitor, maximize and align improvement efforts
- Providing ongoing professional learning opportunities for teacher teams
- Provide training and support to the school leader and building leadership team
- Provide training and support to the board of directors
- Provide other supports as may be requested by Southwest Detroit Community School which are agreed upon by the district and Wayne RESA

17) ADDITIONAL SCHOOLS: The Parties agree that other schools may be added and become subject to this Agreement upon the request of the Academy Board of Directors. If this Agreement is amended by the Parties to add additional Academy schools, the amended Agreement will not take effect until it is incorporated into the Contract by amendment approved by the Academy and Authorizer. At the time any additional Academy schools become subject to this Agreement, the timeframes and deadlines which apply to the school(s) identified in this Agreement shall apply prospectively to the added school(s) as if this Agreement had become effective on the date they were added.

18) TERM OF AGREEMENT:

- A) Except as otherwise provided in this section, the Agreement shall commence on the date of the last signature affixed below and expire at the end of the [third][fourth] complete school year after that date. The term of this Agreement shall not extend past the term of the Contract.
- B) Any Party may terminate this Agreement early upon delivery of written notice to all Parties at least 30 days in advance of the prospective termination date. Termination of this Agreement by any Party for any reason shall not affect the rights and obligation of the Parties accrued prior to the effective date of termination of this Agreement. This includes, but is not limited to, imposition of the Next Level Accountability Measures defined elsewhere in the Agreement.
- C) If any Party terminates this Agreement, that Party shall not be liable for any costs resulting from or related to the termination, including but not limited to, consequential damages or any other costs incurred by any other Party.
- D) A termination of this Agreement by any Party shall not affect the term of the Contract.
- E) In the event that the Authorizer terminates or does not reauthorize the Contract, this Agreement shall automatically terminate on the same day as the Contract terminates without any further action of the Parties.
- F) A Partner does not have the ability to terminate this Agreement, but a Partner does have the ability to withdraw from the Agreement upon 30 days' notice to the Parties.

19) NEXT LEVEL ACCOUNTABILITY MEASURES:

[Option 1: Authorizer has not reconstituted school prior to Agreement]

- A) If the Academy school(s) covered by this Agreement [do][does] not meet the 18-month benchmark(s) set forth in this Agreement, the Authorizer may reconstitute the Academy in accordance with the Contract and the Code.

- B) If the Authorizer elects not to reconstitute the Academy for the Academy school(s) not meeting the 18-month benchmark(s) set forth in this Agreement, the SRO may implement one of the Next Level of Accountability Measures at the end of the [second][third] school year:
 - 1) Recommend to the State Superintendent the appointment of a Chief Executive Officer in the Academy as authorized under Section 1280c of the Code, MCL 380.1280c ; or
 - 2) If the Academy school(s) covered by this Agreement [meet][meets] the criteria for closure under section [507][528](5) and (6) of the Code, MCL 380.[507][528](5) and (6), the SRO may issue a notice to the Authorizer that the Academy school(s) identified in this Agreement shall be closed before the start of the next school year.
- C) If after the [second full year and a half of test][third full year of test] results, it appears that the Academy school(s) covered by this Agreement will fail to meet the 36-month goal(s), the Authorizer shall give notice to the Academy that the Contract will be amended at the end of the current school year, without further action of the Authorizer and Academy, to eliminate the Academy's authority to operate the Academy school(s) subject to this Agreement. If all Academy schools are covered by this Agreement and are closed for failing to meet the 36-month goal(s), then the Authorizer shall notify the Academy that the Academy's Contract shall be terminated at the end of the current school year or, if the Academy is in the Contract reauthorization process, that the Contract will not be reauthorized.
- D) Consistent with the Contract, nothing in this Agreement shall prevent the Academy or Authorizer from exercising other termination or revocation rights set forth in the Contract or under applicable law.
- E) Consistent with the Contract and applicable law, nothing in this Agreement shall prevent the Academy from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability imposed by the SRO.

[Option 2: Authorizer has reconstituted school prior to Agreement]

- A) If the Academy school(s) covered by this Agreement [do][does] not meet the 18-month benchmark(s) set forth in this Agreement, the Authorizer may elect to require addition changes in the Academy's Educational Program.
- B) If the Authorizer elects not to require additional changes in the Academy's Educational Program for the Academy school(s) not meeting the 18-month benchmark(s) set forth in this Agreement, the SRO may implement one of the Next Level of Accountability Measures at the end of the [second][third] school year:
 - 1) Recommend to the State Superintendent the appointment of a Chief Executive Officer in the Academy as authorized under Section 1280c of the Code, MCL 380.1280c ; or
 - 2) If the Academy school(s) covered by this Agreement [meet][meets] the criteria for closure under section [507][528](5) and (6) of the Code, MCL 380.[507][528](5) and (6), the SRO may issue a notice to the Authorizer that the Academy school(s) identified in this Agreement shall be closed before the start of the next school year.

- C) If after the [second full year and a half of test][third full year of test] results, it appears that the Academy school(s) covered by this Agreement will fail to meet the 36-month goal(s), the Authorizer shall give notice to the Academy that the Contract will be amended at the end of the current school year, without further action of the Authorizer and Academy, to eliminate the Academy's authority to operate the Academy school(s) subject to this Agreement. If all Academy schools are covered by this Agreement and are closed for failing to meet the 36-month goal(s), then the Authorizer shall notify the Academy that the Academy's Contract shall be terminated at the end of the current school year or, if the Academy is in the Contract reauthorization process, that the Contract will not be reauthorized.
- D) Consistent with the Contract, nothing in this Agreement shall prevent the Academy or Authorizer from exercising other termination or revocation rights set forth in the Contract or under applicable law.
- E) Consistent with the Contract and applicable law, nothing in this Agreement shall prevent the Academy from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability imposed by the SRO.

20) COMMUNITY ENGAGEMENT: The following actions will be completed by Southwest Detroit Community School , <Academy School Leader>, the Academy Board of Directors, and Partners to ensure that the school community is meaningfully engaged in the implementation of this Agreement:

- A) The Academy will develop and implement a communication structure to inform, consult, and engage internal and external stakeholders on a consistent basis.
- B) By October 2018, the Academy will ensure that the signed agreement is shared with the Academy's Board of Education, school staff, parents, and community members.

21) CHECKLIST OF ACTIONS: The following actions will be completed by Southwest Detroit Community School, <Academy School Leader>, the Academy Board of Directors, and Partners as specified below:

- A) By September 2018, the Academy will create an implementation and evaluation plan to ensure that all components of the partnership agreement are placed into a comprehensive document that delineates the tasks, timeline, person(s) responsible, and progress notes.
- B) By June 30th of each academic year, over the course of this agreement, the Academy will create an implementation and evaluation plan to ensure that all components of the partnership agreement are placed into a comprehensive document that delineates the tasks, timeline, person(s) responsible, and progress notes.

22) FUTURE MEETING DATES: Southwest Detroit Community School and MDE will establish regular meeting dates in order to engage in collaborative discussion, gauge implementation progress, identify barriers, and discuss relevant issues regarding this Agreement.

- A) The quarterly dates for the 2018 - 2019 academic year will be determined by September 1, 2018.
- B) By June 30 of each of the following years covered by this agreement, quarterly meeting dates for ensuing academic year will be determined.

23) AMENDMENTS: If a Party requests modification of this Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the feasibility of such modification. Any modification of this Agreement approved by the Parties will not take effect until it is incorporated into the Contract by amendment approved by the Academy and Authorizer. A Partner does not have the right to request modification to this Agreement.

24) ENTIRE AGREEMENT: This Agreement sets forth all the covenants, agreements, stipulations, promises, conditions and understandings of the parties to this Agreement concerning the activities and Services contemplated herein. No party, including but not limited to its respective members, employees, attorneys, consultants, advisors, agents, representatives or students, have made any covenant, agreement, stipulation, promise, condition or understanding, warranty or representation, either oral or written, other than set forth herein

25) INVALIDITY OR ENFORCEABILITY; SEVERABILITY; CONFLICT WITH CONTRACT: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable by any court of competent jurisdiction in part or degree will be severed from the Agreement, and the Agreement will remain in full force and effect to the extent not held invalid or unenforceable. If any provision of this Agreement conflicts with a provision in the Contract, the Contract provision shall control.

26) WAIVER: No Party may waive any condition, promise, obligation or requirement applicable to any other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other condition, promise, obligation or requirement in any past or future instance. No failure by a Party to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement, shall constitute a waiver of any such covenant, agreement, term or condition.

27) CAPTIONS: The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement nor in any way shall affect this Agreement or the construction of any provision hereof.

28) GOVERNING LAW: This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan.

29) SUCCESSORS and ASSIGNS: The covenants, conditions and agreements in this Agreement shall be binding upon and inure to the benefit of each Party, their respective legal representatives, successors and assigns.

30) NO INDEMNIFICATION: There shall be no indemnification of any Party by any other in regards to liabilities arising out of the functions covered by this Agreement. All Parties shall be responsible for their own liabilities and defense as determined by law.

31) NOTICES: Any notice to be given in connection with any of the terms or provisions of this Agreement shall be in writing and be given in person, by electronic mail, facsimile transmission, courier delivery service or by U.S. mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods or by courier delivery service, or (c) four business days after being deposited in the mail, with proper postage for first-class registered or certified mail, prepaid.

Until notified in writing by the appropriate Party of a change to a different address, notices shall be addressed as follows:

- i) If to the Academy:
Southwest Detroit Community School
4001 29th Street
Detroit, MI 48210
Attn: Heather Gardner, EAS Schools
Ryan Young, President, Board of Directors
Email addresses: Heather@easschools.net and ryan.young@wayne.edu.
- ii) If to Authorizer:
GVSU Charter School Office
201 Front Avenue SW, Suite 310
Grand Rapids, MI 49504
Attn: Rob Kimball, Grand Valley Charter School Office
Authorizer email address: kimbalro@gvsu.edu
- iii) If to Michigan Department of Education:
608 W. Allegan Street
P.O. Box 30008
Lansing, MI 48909
Attn: Interim Superintendent of Public Instruction
Email address: AllesS@michigan.gov
- iv) If to SRO:
608 W. Allegan Street
P.O. Box 30008
Lansing, MI 48909
Attn: State School Reform/ Redesign Officer
Email address: MartinD26@michigan.gov

COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties and Partners have caused this Agreement to be executed on this date:

Michigan Department of Education

Name: _____

Title: _____

Date: _____

**Southwest Detroit Community School
Board of Directors**

Name: _____

Title: _____

Date: _____

STAG-AFT

Name: _____

Title: _____

Date: _____

Wayne RESA

Name: _____

Title: _____

Date: _____

State School Reform/Redesign Officer

Name: _____

Title: _____

Date: _____

Southwest Detroit Community School

Name: _____

Title: _____

Date: _____

**Grand Valley State University
Charter Schools Office**

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A: [THIRTY-SIX][FORTY-EIGHT] MONTH BUDGET OVERVIEW

NOTE: The budget overview is for planning purposes only. The terms of this Agreement **do not grant explicit advanced approval for expenditure of Federal funds.** Final approval of federal funding occurs in the Michigan Electronic Grants System Plus (MEGS+). Approval in MEGS+ is subject to applicable rules of supplement vs. supplant, tests of allowability, and reasonable and necessary expenditures to support the implementation of activities in order to meet benchmarks and goals. **Inclusion of an item the budget overview does not guarantee it will be approved as a line item submitted in MEGS+.**

[Thirty Six][Forty-Eight] Month Budget Overview

PARTNERSHIP AGREEMENT YEAR	SALARIES	BENEFITS	PURCHASED SERVICES	PROFESSIONAL LEARNING	SUPPLIES & MATERIALS	OTHER EXPENDITURES	TOTAL EXPENDITURES
1			4,704,074	10,000	86,984	99,516	4,900,571
2			4,659,257	10,300	87,264	39,780	4,796,595
3			4,748,526	10,609	87,549	39,708	4,886,391
GRAND TOTAL	Salaries are purchased services by the school, as staff are leased to the school.	Benefits are included in the purchased services by the school (see salary note).	14,111,850	30,909	261,797	179,004	14,583,560